



Farm program helps injured farmers get back to work

Assisting agriculture's next generation

P2



Cover the basics .. but watch the fine print

Words matter

P3



AFA 2nd Vice President and family featured on national TV

P4

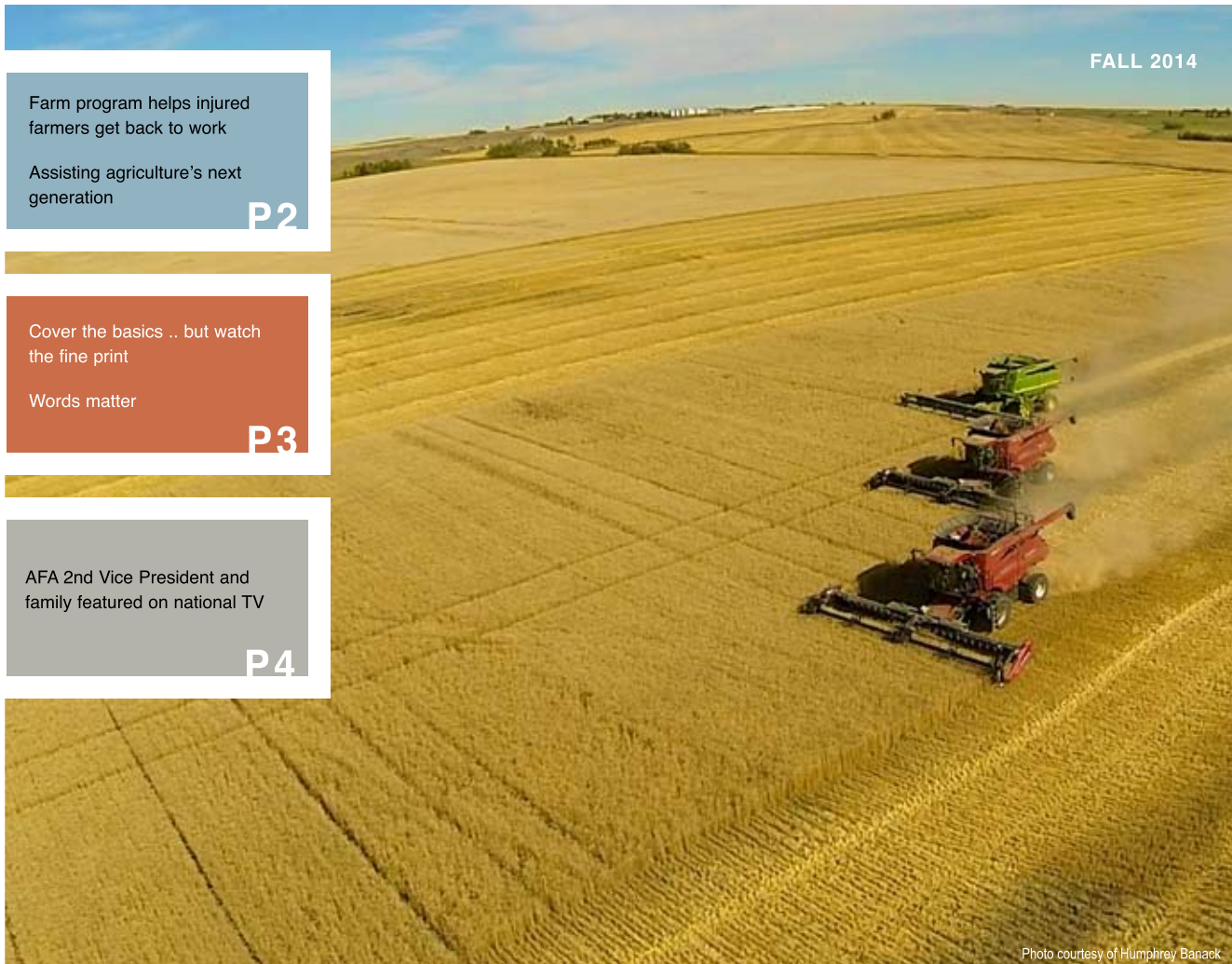


Photo courtesy of Humphrey Banack

Alberta Federation of Agriculture insight

AFA Annual General Meeting focuses on water and agriculture AGM in Red Deer on January 19 - 21, 2015 gives members a voice

ONE OF AGRICULTURE'S MOST VALUABLE RESOURCES—WATER—IS THE FOCUS OF THE ALBERTA FEDERATION OF AGRICULTURE (AFA) 2015 ANNUAL GENERAL MEETING.

As members gather from around the province, attendees at the AGM will have the opportunity to hear about advancements in water management as it relates to Alberta's agricultural producers.

"We've chosen the AGM theme *H20h! For agriculture. For life.* because we see the importance of this issue for our province's producers," says AFA President Lynn Jacobson. "Water quality, access and management is

essential to a healthy farm environment. This AGM will bring current thinking about water management to our membership."

The AGM will take place in Red Deer, starting with a welcome reception the evening of Monday, January 19, 2015. The full agenda will unfold on Tuesday, January 20 and Wednesday, January 21. Members are encouraged to attend the AGM to lend their voices to the issues that will be discussed at the meeting.

Members also have the opportunity to help decide which resolutions are brought forward to the AGM. By attending an AFA Regional

Meeting this autumn, producers can propose a resolution they would like tabled at the January 2015 AGM. Regional Meetings will be held at select locations throughout the province, and notices are being mailed to members as dates and locations are confirmed.

"AFA is a non-partisan grassroots organization, so each AFA member has an equal voice," Jacobson says. "We value the input of our AFA members because it's through them that we get a reading of current issues that are most important to Alberta producers. That helps us focus AFA's efforts in the year to come."



CONTINUED FROM PAGE 1

During the past year, the following issues were identified as important to Alberta producers. AFA has been working on behalf of producers in the areas of:

- grain transportation
- Bill C-18, *Agricultural Growth Act*
- electricity system
- child labour in Alberta.

A new process for AFA resolutions gives producers more options

Changes have been made to the way AFA resolutions can be submitted. The idea is to encourage as many voices as possible to be part of the presentation and discussion of issues at the AGM. Previously, members had to attend an AFA Regional Meeting in person to submit a resolution.

Now, AFA members can submit a resolution plus relevant background information in writing directly to head office by mail to 5033 - 52 Street, Lacombe, AB T4L 2A6 or by email to info@afaonline.ca. According to AFA bylaws, any resolutions tabled at the AGM must be received at head office 30 days in advance of the AGM. In this case, that means no later than December 21, 2014.

Remember, though, that someone attending the January 2015 AGM will need to speak to the information and have it seconded in order for delegates at the AGM to debate the resolution and vote on it.

With more ways for producers to register their concerns in front of delegates at the AGM, member input and participation will make our organization stronger – for each and every Alberta producer. Members are encouraged to get involved by:

- attending an AFA Regional Meeting in your area this autumn
- submitting a resolution in writing to the AFA head office before December 21, 2014
- attending the AGM in Red Deer in January.

If you know a farmer, rancher, agricultural entrepreneur, commodity group or non-profit organization that would benefit from being a member of AFA, please refer them to information on our membership benefits at <http://afaonline.ca/membership>.

Farm program helps injured farmers get back to work

Early in October 2014, the Canadian Agricultural Safety Association (CASA) launched the application phase of the Back to Ag Program, a partnership between CASA, AFA corporate partner Farm Credit Canada (FCC) and the Rick Hansen Foundation (RHF).

“Every year, there are Canadian farmers who experience a life-altering injury, such as paralysis or lost limbs,” says Rick Hansen, CEO of the Rick Hansen Foundation. “They often need specialized equipment or adaptive technology to return to the occupation they love. We’re thrilled to partner in this incredible program to help farmers get back to work.”

Individual farmers and agricultural workers can apply for up to \$10,000 towards specialized equipment or adaptive technology that will help them return to work after a farm-related injury. The adaptive technology includes medical devices or accessibility tools like ramps or lifts, or any other technology that will allow the producer to return to work.

“CASA is dedicated to making the agricultural sector a safe place to work and live by helping producers see and manage risks in their workplace,” says Marcel Hacault, CASA’s Executive Director. “However, some farmers may leave agriculture after a traumatic injury.

This program helps producers get back to doing what they love – farming.”

To kick-start the program, FCC donated \$100,000 to the Back to Ag Program following a successful two-week social media campaign earlier this year. Individuals and other organizations also donated to the program through both the RHF and the FarmSafe Foundation.

“FCC supports projects and initiatives that make positive changes in the communities where our customers live and work across Canada,” said Brenda Stasuik, FCC’s Director of Strategy, Government Relations and Corporate Social Responsibility. “The Back to Ag Program will help injured farmers realize their full potential.”

Applications for the Back to Ag Program must be received by November 28, 2014. To be eligible, applicants must be Canadian residents who are 18 years or older, have experienced a life-altering injury and can demonstrate how adaptive technology will help them return to work on the farm.

For information and application forms for CASA’s Back To Ag Program call 877-452-2272, visit http://casa-acsa.ca/Back_To_Ag_Program, or email backtoag@casa-acsa.ca.

ASSISTING AGRICULTURE’S NEXT GENERATION

The AFA scholarship helps young students with ag studies

AFA is proud to support students who are using their talents to further their studies in agriculture. The AFA Scholarship annually awards \$500 for one student to use towards studies in post-secondary Agriculture or a related program. Preference is given to AFA members or children and grandchildren of members.

Meet our 2014 Scholarship Winner!

Congratulations to Nadine Jensen of Claresholm, Alberta. Nadine is a third-year student pursuing a Bachelor of Science in Agricultural Biotechnology at the University of Lethbridge. We are proud to help Nadine with her education!

Help grow a new crop (of farmers)

Any business, group or individual can donate to the AFA Scholarship fund to ensure its sustainability for future years. Donations are tax deductible. For more information, or to donate in the name of the AFA Scholarship, call the Alberta Heritage Scholarship Fund Endowment Program at 780-427-8640.

In 2014, AFA has been working with agricultural groups and governments on resolutions that advocate for standardized contracts for crop and livestock producers. This Farm Credit Canada (FCC) article shares helpful tips for how producers can make the most of a business contract.

Cover the Basics



but watch the fine print

When it comes time to sign a contract to sell your farm's production, don't lose sight of the forest for the trees. So says Craig Zawada, CEO of WCMZ Lawyers in Saskatoon, Sask.

Make sure you understand what you are agreeing to, and keep the focus on your marketing goals. Try to avoid becoming bogged down in the minute details and complex legal terms of the contracts.

Most farmers using production contracts have straightforward goals. They want to have a guaranteed market for a set portion of their production, for a set price, on a set date. Buyers have complementary goals; they are trying to guarantee that farmers will deliver enough of a commodity in time to meet their particular needs for a price that makes them a profit.

It's the producer's responsibility to understand before signing

Since buyers and sellers have corresponding needs, shouldn't it be easy for both parties to reach agreement on the terms and conditions in a contract? Not always, especially when it comes to the details. As Zawada says, it's the producer's responsibility to understand before signing. Don't expect problem areas to be highlighted with a big red X.

Zawada recommends you pay attention to the little things, like what happens if you miss the delivery date for whatever reason or the buyer decides not to accept delivery. Who's going to be responsible for storage costs then?

The best contracts are always the ones that are stuck in a drawer after they are signed and no one ever looks at them again, Zawada says. Knowing where they are and keeping them together by year and commodity is always a good idea, but not having to refer to the details is a sign that the parties know and trust each other and have a longstanding relationship.

words matter

Specific words have precise meanings in legal contracts, Zawada says. For example, if the contract says something "may" happen, it's optional. If it says "shall," though, it's mandatory.

"For example, a contract might use the word 'guidelines' when describing crop husbandry practices. While guidelines are not necessarily rules, you have to be careful. Even though the contract says guidelines, if elsewhere in the contract it says the farmer shall follow the guidelines or otherwise will pay a penalty, guidelines become rules."

Phrases like "the parties intend to" or have "an agreement to agree" aren't binding clauses, Zawada says. They are often just inserted into contracts where there has been a lot of inconclusive negotiation around a clause. Phrases like this really mean the parties have agreed to set aside the argument for now and will potentially settle it at a later date.

"If, for example, the contract says both parties agree to agree on a price at some point in the future, that's not going to be enforceable," Zawada says. "It's a completely meaningless clause unless it also includes something like 'if they can't come to an agreement, then it will go to arbitration with a single arbitrator.' That's hard and fast, and is enforceable as well."

"When you go into a contract with somebody new, I always recommend you find somebody who has dealt with that party before," Zawada says. "Do your research and talk to fellow producers who've dealt with them in the past. Ask if they had any problems and if they would deal with them again. If someone is cruising around the neighbourhood offering something much better than everyone else, there's usually a catch."

Watch your indemnities

Lawsuits are increasingly becoming a fact of life in the Canadian food sector. Farmers are being asked to take more responsibility for the quality and the safety of their production. They have to pay close attention to contracts that say they have to indemnify the buyer for any damages their actions incur, Zawada explains.

"A classic indemnity would say, 'If the producer breaches this contract, the producer promises to indemnify the buyer for all the costs that they suffer because of that.' That's really dangerous for producers in particular, because usually buyers intend to flip product over quickly for a profit. So if you – as a producer – don't deliver and the buyer loses money, gets sued or has to pay damages to their buyers, your indemnity says they can go back and try to collect it from you."

Indemnity clauses are often written in dense legal language and they aren't easy to read, Zawada says. Producers have three courses of action: they can accept the

risk and sign the contract knowing they are liable for costs in a worst-case scenario; decide it's too much risk and walk away from the contract; or take the contract to their lawyer, learn exactly what the indemnity clauses mean and try to negotiate so they don't have quite so much exposure.

While the chosen course of action may vary, Zawada's advice remains the same: read the fine print and know what you're signing.

BY LORNE McCLINTON / Lorne has worked in the communications field for the last 20 years as a journalist, photographer, scriptwriter and corporate writer. He divides his time between Quebec and his grain farm in Saskatchewan. This article is reprinted by permission of the author and Farm Credit Canada. It was originally published in the September/October 2013 issue of FCC's magazine, AgriSuccess. For subscription information about AgriSuccess, see www.fcc.ca/agrisuccess.



AFA 2nd Vice President and family featured on national TV

On October 28, CBC TV's Rick Mercer Report featured a Camrose, Alberta farm family on its show. Host Rick Mercer visited the farm of AFA 2nd Vice President Humphrey Banack and was treated to some awesome harvest experiences.

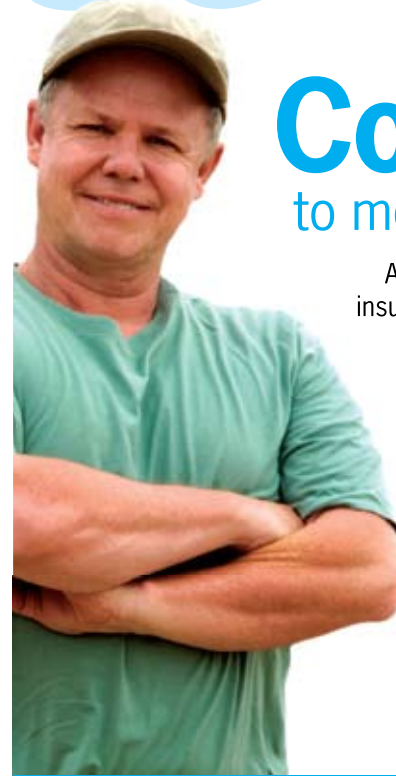
The segment can be viewed on YouTube. Highlights are when Rick Mercer drives a combine with Humphrey's son Nick and enjoys a harvest meal in the field. Visit <https://www.youtube.com/user/MercerReport> and do a channel search for 'Rick Harvests Wheat'.

A few days after the video was posted online, it had received over 10,000 views! Here's another reason to come to our AGM ... to ask Humphrey for his autograph!



5033 - 52 Street, Lacombe, AB T4L 2A6

CO-op



Connect to member benefits

AFA members enjoy exclusive insurance coverage and savings from The Co-operators.

Contact your local Co-operators Financial Advisor today and let them know you're an AFA member.



Home Auto Life Investments Group Business Farm Travel